PHILIP MORRIS
INCORPORATED
120 PARK AVENUE, NEW YORK, N.Y. 10017 · TELEPHONE (212) 880-5000

April 26, 1991

Mr. John Amann
Vice President, Single Copy Sales
Murdoch Magazines, a division of
News America Publishing, Inc.
#4 Radnor Corporate Center
Radnor, Pennsylvania 19088

Dear John:

This letter constitutes the agreement between Philip Morris Incorporated, a Virginia corporation with executive offices located at 120 Park Avenue, New York, New York 10017 ("Philip Morris") and Murdoch Magazines, a division of News America Publishing, Inc., with principal offices at #4 Radnor Corporate Center, Radnor, Pennsylvania 19088 ("MURDOCH") pursuant to which MURDOCH will render services, which will include the following, under the terms and conditions stated in connection with Philip Morris' CAMBRIDGE promotional program (the "Program") in which Philip Morris will offer free TV Guide magazines ("Magazines") to smokers.

1. MURDOCH's Duties

Obtain and deliver to Philip Morris within ten days of execution of this agreement executed written releases, consents or approvals of all necessary parties, in a form reasonably acceptable to Philip Morris, expressly granting Philip Morris the right to use the names "TV Guide" and "Murdoch Magazines" and the marks, logos, designs and emblems associated therewith, subject to MURDOCH's approval, on all materials, including coupons, promotional and advertising materials produced by or on behalf of Philip Morris in connection with the Program.

2. Philip Morris' Duties

In full and complete consideration for the services performed and the rights and permissions granted, Philip Morris will retain the services of a fulfillment house to process and redeem coupons in connection with the Program and will reimburse retail outlets participating in the Program for reasonable costs incurred in providing Magazines up to a maximum of $.89 for each Magazine the retailer provides in connection with the Program.

Philip Morris will supply or have the right to approve or reject, in advance, all elements of Philip Morris' involvement in the Program including, advertising, press

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releases, certificates, flyers, and other promotional materials used at or in connection with the Program and the manner of their use. Philip Morris will submit to MURDOCH for approval prior to production all materials to be produced by or on behalf of Philip Morris in connection with the Program.

Coupons produced in connection with the Program will be designed to have the appropriate space labelled "Issue Date" for the expressed purpose of inserting the issue date at time of redemption by retailers and so that "Not valid on Fall Preview Issue" appears on the coupon along with a disclaimer if issue date is not inserted.

Philip Morris will supply MURDOCH with an analysis of the redemption of Magazines and a list of retail accounts that have approved participation in the Program for the purpose of increasing Magazine distribution.

3. Term and Termination

The term of the Agreement will commence as of the date of the Agreement and continue until the later of December 31, 1991 or the satisfactory performance of all services to the reasonable satisfaction of Philip Morris and the rendering of a final accounting. Philip Morris may terminate the Agreement, with or without cause, upon thirty days written notice. If Philip Morris terminates the Agreement, Philip Morris will have no liability or obligation to MURDOCH after the date of the notice of termination, with the exception of payment obligations incurred prior to notice of termination.

4. Warranty

MURDOCH warrants that Philip Morris will have sole right, title, and interest in and to the materials produced by or on behalf of Philip Morris in connection with the Program, free of any claim by MURDOCH or any third party to rights of copyright, trademark, publicity and privacy, or any other proprietary right. MURDOCH warrants that with respect to any property or material used in materials in connection with the Program, MURDOCH has or has obtained from the owners of, claimants to and subjects of the material used, and when and where appropriate, their respective heirs, successors, executors, administrators and assigns, signed writings conveying all of their right, title, and interest in the material exclusively to Philip Morris, or, alternatively, expressly granting Philip Morris the right to use the materials in connection with the Program. MURDOCH further warrants that it has or will obtain appropriate consents and releases in forms and terms reasonably acceptable to Philip Morris, executed by all third parties whose goods, services or other proprietary rights are the subject of the materials.

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5. Indemnity

MURDOCH indemnifies and holds harmless Philip Morris, its affiliates and their officers, employees, directors and agents from all claims, liabilities, costs and expenses, including reasonable attorneys' fees, that arise from, or may be attributable to errors, omissions or fault of MURDOCH, and which are not caused by Philip Morris. MURDOCH's obligation to indemnify and hold harmless will survive the termination of the Agreement. Philip Morris will notify MURDOCH of any claim, demand, liability or lawsuit that comes to its attention. MURDOCH will be given the opportunity to participate, at its own cost, in the defense of any claim or lawsuit. MURDOCH may not settle the claim or lawsuit without Philip Morris' prior consent.

6. Independent Contractor

MURDOCH is an independent contractor and the Agreement shall not be construed to create an association, partnership, joint venture, relation of principal and agent or employer and employee between Philip Morris and MURDOCH or its agents within the meaning of any federal, state or local law. MURDOCH will not enter into any agreement, oral or written, on behalf of Philip Morris or otherwise obligate Philip Morris without Philip Morris's advance written approval.

7. Third Party Contacts

If at any time MURDOCH is contacted by a third party, including the media, other than as required by the terms of the Agreement, concerning MURDOCH's activities on behalf of Philip Morris, you will make no comment, immediately notify Philip Morris of the third party contact, and refer the third party to Philip Morris, Vice President, Marketing Services.

8. Exclusivity

During the term of the Agreement, and for six months thereafter, you will not, without the prior consent of Philip Morris, engage in similar activities or a similar promotion for or with any company or entity whose business competes with any tobacco product of Philip Morris.

9. Trademarks

MURDOCH recognizes and acknowledges that the CAMBRIDGE name and the names of any and all other Philip Morris brands, and the designs, emblems, slogans and insignia of the respective brands, and the goodwill associated therewith, have great value and are the sole property of Philip Morris. MURDOCH agrees that it has and will claim no right, title or interest in the same or the use thereof except the right to use them with Philip Morris' approval pursuant to the terms and conditions of the Agreement.

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Philip Morris recognizes and acknowledges that the TV Guide name and the names of any and all other MURDOCH publications, and the designs, emblems, slogans and insignia of the respective publications, and the goodwill associated therewith, have great value and are the sole property of MURDOCH. Philip Morris agrees that it has and will claim no right, title or interest in the same or the use thereof except the right to use them with MURDOCH's approval pursuant to the terms and conditions of the Agreement.

10. Miscellaneous

(a) The Agreement and all matters collateral hereto, shall be governed by the laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York.

(b) Each party will comply with all applicable laws, regulations, and ordinances relating to its performance of the Agreement.

(c) This Agreement is the complete agreement between the parties and supersedes any prior oral or written agreement concerning the subject matter.

(d) If any provision of the Agreement is held invalid or unenforceable, the remaining provisions will remain in effect.

(e) The Agreement may not be amended or assigned except in a writing signed by both parties. If an assignment occurs, the assignment will not relieve the assigning party of its liabilities and obligations under the Agreement. The Agreement is binding upon successors and assignees of the parties. A waiver by either party of any of the terms and conditions of the Agreement in one or more instances will not constitute a permanent waiver of the terms and conditions.

(f) Notices provided shall be in writing and sent by certified mail, return receipt requested, to the respective parties at their addresses set forth above. Notices to you MURDOCH will be sent attention: John Amann, Vice President, Single Copy Sales. Notices to Philip Morris will be sent attention: Director, Event Promotions.

If the foregoing accurately sets forth our understanding, please signify your acceptance and agreement by

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executing and returning both of the enclosed copies of this letter. We will then forward one fully executed copy to you.

Very truly yours,
PHILIP MORRIS INCORPORATED

By: _____

Title: _____

ACCEPTED AND AGREED AS OF
THE DATE OF THIS LETTER:

MURDOCH MAGAZINES, a division of
NEWS AMERICA PUBLISHING, INC.

By: _____

Date: _____
Taxpayer I.D.#23-11-62684
Filing Status _____

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